

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonneborn, LLC		12/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie US Trading LLC, as Collateral Agent		
Street Address:	225 West Washington Street, 21st Floor		
Internal Address:	c/o Cortland Capital Market Services LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	1457119	AGROL	
Registration Number:	423715	BENOL	
Registration Number:	418402	BLANDOL	
Registration Number:	2614994	BRITOL	
Registration Number:	2706310	CARNATION	
Registration Number:	848509	ERVOL	
Registration Number:	297067	FONOLINE	
Registration Number:	1091665	GLORIA	
Registration Number:	2478851	HYDROBRITE	
Registration Number:	3888993	IRIS	
Registration Number:	4060968	ISO-PETRONATE	
Registration Number:	422558	KAYDOL	
Registration Number:	2656077	KLEAROL	
Registration Number:	3654130	LILAC	
Registration Number:	1419622	MULTIWAX	
Registration Number:	2680067	PERFECTA	
Registration Number:	348440	PETRONATE	
Registration Number:	423716	PROTOL	
TRADEMARK			

OP \$865.00 1457119

Property Type	Number	Word Mark
Registration Number:	3460515	PROTOLINE
Registration Number:	331928	PROTOPET
Registration Number:	1222255	RUDOL
Registration Number:	852175	SEMTOL
Registration Number:	1543129	SONNEBORN
Registration Number:	3023395	SONNEBORN
Registration Number:	3606572	SONNECONE
Registration Number:	3883309	SONNELATUM
Registration Number:	3709613	SONNENATURAL
Registration Number:	4610571	SONNEPAK
Registration Number:	4034677	SONNEWARMIX
Registration Number:	851267	SONO JELL
Registration Number:	4456373	SONO JELL
Registration Number:	2313610	SONOLUBE
Registration Number:	315719	SUNISO
Registration Number:	1966472	WITCOGEL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	047467-0035
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/10/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2014, by SONNEBORN, LLC, a Delaware limited liability company (the "Company" or the "Grantor"), in favor of MACQUARIE US TRADING LLC ("MT"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SONNEBORN, LLC, a Delaware limited liability company, SONNEBORN DUTCH HOLDINGS B.V., a Dutch private company with limited liability, SONNEBORN REFINED PRODUCTS B.V., a Dutch private company with limited liability, SONNEBORN HOLDINGS L.P., a Cayman Islands exempted limited partnership, the Lenders party thereto, the Issuers party thereto, MT, as agent for the Lenders and the Issuers, ABN AMRO BANK N.V. as agent for the BV Revolving Credit Lenders and the BV Issuers, MT as agent for the Secured Parties under the Collateral Documents, MACQUARIE CAPITAL (USA) INC. ("Macquarie") and BMO CAPITAL MARKETS CORP. ("BMO") as Joint Lead Arrangers and Joint Bookrunners, and Macquarie and BMO as Syndication Agents, the Lenders and Issuers have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. *Notice and Confirmation of Grant of Security Interest in Trademark Collateral*

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties of a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto; and

(b) all Proceeds of the foregoing.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SONNEBORN, LLC,
as Grantor

By: 

Name:

Todd Weinblatt

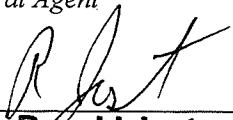
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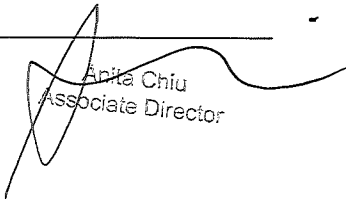
Vice President & Controller

[Signature Page to Trademark Security Agreement]

ACCEPTED and AGREED to as of the date first above written:

MACQUARIE US TRADING LLC,
as Collateral Agent

By: 
Name: **Ronald Jost**
Title: **Managing Director**

By: 
Name: Anita Chiu
Title: Associate Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

U.S. REGISTERED TRADEMARKS, APPLICATIONS AND LICENSES

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No</u>	<u>Registration Date</u>	<u>Trademark Status</u>
Sonneborn, LLC	United States of America	AGROL	73623271	1 Oct 1986	1457119	15 Sep 1987	Registered
Sonneborn, LLC	United States of America	BENOL (Stylized)	71485163	28 Jun 1945	0423715	10 Sep 1946	Registered
Sonneborn, LLC	United States of America	BLANDOL	71484979	23 Jun 1945	0418402	18 Dec 1945	Registered
Sonneborn, LLC	United States of America	BRITOL	76299138	9 Aug 2001	2614994	3 Sep 2002	Registered
Sonneborn, LLC	United States of America	CARNATION	76297935	9 Aug 2001	2706310	15 Apr 2003	Registered
Sonneborn, LLC	United States of America	ERVOL	72252439	15 Aug 1966	0848509	7 May 1968	Registered
Sonneborn, LLC	United States of America	FONOLINE	71325603	28 Mar 1932	0297067	30 Aug 1932	Registered
Sonneborn, LLC	United States of America	GLORIA	73127264	19 May 1977	1091665	23 May 1978	Registered
Sonneborn, LLC	United States of America	HYDROBRITE	75550681	10 Sep 1998	2478851	21 Aug 2001	Registered
Sonneborn, LLC	United States of America	IRIS	77922807	28 Jan 2010	3888993	14 Dec 2010	Registered
Sonneborn,	United	ISO-PETRONATE	85067645	21 Jun	4060968	22 Nov	Registered

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No</u>	<u>Registration Date</u>	<u>Trademark Status</u>
LLC	States of America			2010		2011	
Sonneborn, LLC	United States of America	KAYDOL (Stylized)	71485167	28 Jun 1945	0422558	30 Jul 1946	Registered
Sonneborn, LLC	United States of America	KLEAROL	76297983	9 Aug 2001	2656077	3 Dec 2002	Registered
Sonneborn, LLC	United States of America	LILAC	77637923	22 Dec 2008	3654130	14 Jul 2009	Registered
Sonneborn, LLC	United States of America	MULTIWAX	73560475	27 Sep 1985	1419622	9 Dec 1986	Registered
Sonneborn, LLC	United States of America	PERFECTA	76297936	9 Aug 2001	2680067	28 Jan 2003	Registered
Sonneborn, LLC	United States of America	PETRONATE	71388853	12 Feb 1937	0348440	27 Jul 1937	Registered
Sonneborn, LLC	United States of America	PROTOL	71485170	28 Jun 1945	0423716	10 Sep 1946	Registered
Sonneborn, LLC	United States of America	PROTOLINE	77178855	11 May 2007	3460515	8 Jul 2008	Registered
Sonneborn, LLC	United States of America	PROTOPET	71369034	5 Sep 1935	0331928	28 Jan 1936	Registered
Sonneborn, LLC	United States of America	RUDOL	73319779	20 Jul 1981	1222255	4 Jan 1983	Registered
Sonneborn, LLC	United States of America	SEMTOL	72262237	9 Jan 1967	0852175	9 Jul 1968	Registered
Sonneborn, LLC	United States of America	SONNEBORN	73239813	19 Nov 1979	1543129	13 Jun 1989	Registered
Sonneborn, LLC	United States of America	SONNEBORN	78465808	11 Aug 2004	3023395	6 Dec 2005	Registered

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No</u>	<u>Registration Date</u>	<u>Trademark Status</u>
Sonneborn, LLC	United States of America	SONNECONE	77163246	23 Apr 2007	3606572	14 Apr 2009	Registered
Sonneborn, LLC	United States of America	SONNELATUM	77446384	11 Apr 2008	3883309	30 Nov 2010	Registered
Sonneborn, LLC	United States of America	SONNENATURAL	77446379	11 Apr 2008	3709613	10 Nov 2009	Registered
Sonneborn, LLC	United States of America	SONNEPAK	85862826	28 Feb 2013	4610571	23 Sep 2014	Registered
Sonneborn, LLC	United States of America	SONNEWARMIX	85252447	25 Feb 2011	4034677	4 Oct 2011	Registered
Sonneborn, LLC	United States of America	SONO JELL	72274013	15 Jun 1967	0851267	25 Jun 1968	Registered
Sonneborn, LLC	United States of America	SONO JELL	85766302	29 Oct 2012	4456373	24 Dec 2013	Registered
Sonneborn, LLC	United States of America	SONOLUBE	75550680	10 Sep 1998	2313610	1 Feb 2000	Registered
Sonneborn, LLC	United States of America	SUNISO (Stylized)	71336741	13 Apr 1933	0315719	7 Aug 1934	Registered
Sonneborn, LLC	United States of America	WITCOGEL	74614962	23 Dec 1994	1966472	9 Apr 1996	Registered